

Terms and Conditions of Service

Declared Value and Insurance

- 1.) Cargo King Express, Inc. free released cargo liability on shipments will be limited to \$0.50 per pound or \$50.00 per shipment whichever is greater up to a valuation of \$20,000.
- 2.) The declared value of a shipment is agreed and understood to be \$0.50 per pound or \$50.00 whichever is greater unless a greater amount is declared in writing prior to shipment to Cargo King Express, Inc., accepted, and applicable excess valuation charges paid thereon. The maximum undeclared or declared value for any shipment is \$20,000.00 unless advance arrangements have been made and accepted by Cargo King.
- 3.) Cargo King Express, Inc. shall not be liable for any loss, damage, delay, misdelivery, or non-delivery or other result caused by:
 - (a) The act, default or omission of the consignor.
 - (b) The nature of the shipment or defect or inherent vice thereof.
 - (c) Improper or insufficient packing, securing or addressing or any other violation of the terms contained herein.
 - (d) Acts of God, perils of the air, public enemies, public authorities acting under the authority of the law, quarantine, riots, labor disturbances, civil commotions, fuel shortages or hazards incident to a state of war.
- 4.) Notwithstanding the foregoing, Cargo King Express, Inc. **in no event shall be liable for any consequential, incidental or special damages** which may arise from loss, damage, non-delivery or delay of any shipment. This limitation shall apply to and include, but not be limited to damages for loss of profit, loss of income or loss of business opportunity.
- 5.) Cargo King Express, Inc. and or its assignees will not be liable for items of extraordinary value including, but not limited to electronic or computer equipment, works of art, jewelry, money, precious metals, gems, furs, coins, bullion, or securities and other negotiable items. Such items will be accepted but maximum liability is \$50.00.
- 6.) Shipper warrants that the shipment is packaged to prevent damage from normal care in the handling of air shipments. Any glass, fragile items or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim against such shipment will be denied.
- 7.) The consignor and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of such shipment including sums advanced or disbursed by the forwarder on account of shipment.
- 9.) Cargo King Express, Inc. expressly reserves the option to deal with any shipment tendered hereon as an agent for the shipper.
- 10.) Shipper warrants that the shipment is properly described on the voucher as to its proper contents.

Cargo King Express, Inc. reserves the right to open and inspect any shipment.

- 11.) All parcels or items tendered to Cargo King Express, Inc. are subject to reweighing by Cargo King Express, Inc. and are subject to recalculation of charges based on such reweighing. Regardless of actual classification, or that claimed by the shipper, carrier shall reserve the right to determine dimensional weight or reweigh while in its possession to be transported on a revenue-bearing freight bill. To determine dimensional weight, the extreme measurements of the length times the width times the height of the article, in inches shall total the cubic inch content. The dimensional weight is determined by the greater of 1) Actual gross shipment weight, 2) Dimensional weight ((length times width times height) divided by 200)
- 12.) In the event that any provision of the Declared Value and excess valuation agreement shall be deemed invalid, it shall not affect any remaining clause or phrase of this agreement.

Payment of Charges/Default

- 1.) Credit Report. Customer hereby authorizes Cargo King Express, Inc. to perform credit checks of Customer based on the information provided at the time of enrollment or thereafter and acknowledges that the results will be used by Cargo King Express, Inc. to determine whether and to what extent credit will be extended to Customer. If Customer pays by electronic funds transfer, Customer agrees that Customer is responsible for all charges payable, including any adjustments, on account of Customer's shipment and that such charges will be automatically debited to Customer's bank account.
- 2.) Customer shall pay to Cargo King Express, Inc. the amount indicated as Amount Due on the service invoice. All amounts are due and payable in US Dollars within thirty (30) days of the date of billing ("Payment Period"). Any amounts not disputed within the Payment Period shall be deemed accepted by Customer. All amounts not paid when due shall be subject to a late fee of One and one-half percent (1 1/2%) per month or the highest rate of interest permitted by applicable law, whichever is less. Overpayments will not accrue interest and are subject to Florida law. In the event that Cargo King Express, Inc. is required to engage an attorney or collection agency to collect unpaid amounts from Customer, Customer agrees to pay all attorneys' and collection agency fees incurred.
- 3.) On approved credit and with a valid Cargo King Express, Inc. Customer Account Number, Cargo King Express, Inc. credit terms require payment of all charges within 30 calendar days of the Cargo King Express, Inc. invoice date.

Joint and Several Liability

Customer agrees that Customer shall be jointly and severally liable for all charges payable on account of such Customer's shipment, including but not limited to transportation, fuel, and other applicable accessorial charges, including all adjustments issued by the Cargo King Express, Inc. after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and Cargo King Express, Inc. attorneys' fees and legal costs allocable to the shipment and/or all disputes related thereto. Customer further agrees that if Customer is acting as an agent for a third party that Customer has full right and authority to do so and that Customer and the party on behalf of whom Customer is acting are jointly and severally liable for all charges payable on account of each shipment.

Liens

Customer acknowledges and agrees that Cargo King Express, Inc. shall have a lien on any shipment for any and all sums due from Customer, whether related to the affected shipment or otherwise.

Claims

1.) CLAIMS PROCEDURES

- (a) All claims for lost or damaged shipments must be made in writing and received by Cargo King Express, Inc. within 15 days after date of acceptance of this shipment by the consignee.
- (1) Merchandise must be retained in its original shipping container in order that Cargo King Express, Inc. and/or its assignees may make inspection thereof. (2) Satisfactory proof of loss must be furnished including invoices and supporting documents.
- (3) Claimant agrees to assist Cargo King Express, Inc. in recovery of the loss from any insurer and invoke all legal rights shipper may have to minimize the effect of any loss including right-of-salvage by Cargo King Express, Inc.
- (4) Cargo King Express, Inc. or its insurer shall become subrogated to all rights and remedies, if any, of claimant in respect to such a loss.
- (b) Claims for overcharges, must be made in writing to Cargo King Express, Inc. within 180 days after the acceptance of the shipment by the consignee.
- (c) No claims for loss or damage to a shipment will be entertained until all transportation charges have been paid. The amount of claims may not be deducted from transportation charges due Cargo King Express, Inc. by customer.
- 2.) In the event that any provision of the Claims Procedures agreement shall be deemed invalid, it shall not affect any remaining clause, phrase or section of this agreement.

Rate Changes

Cargo King Express, Inc. reserves the right to change its shipping tariffs on all shipments without serving prior notice to shipper and any such tariff may apply for any period of time as deemed necessary by Cargo King Express, Inc.

Fuel Surcharges

Cargo King Express, Inc. reserves the right to assess a fuel surcharge on all shipments without serving prior notice to shipper and any such surcharge may apply for any period of time as deemed necessary by Cargo King Express, Inc.

Governing Law/Jurisdiction for Disputes

The Terms and Conditions of Service contained herein shall be governed by and construed in accordance with the laws of the State of Florida and, in the event of any disputes whatsoever under such Terms and Conditions of Service, each of the parties herein irrevocably submits to the non-exclusive jurisdiction of the Courts of the State of Florida and the Courts of the United States for the District of Florida.

Severability

Each of the provisions of this Agreement shall be enforceable independently of any other provisions of this Agreement and independent of any other claim or cause of action.

Indemnity

Customer shall defend, indemnify, and hold harmless Cargo King Express, Inc., its officers, agents, and employees from and against and all third-party claims, actions, causes of action, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to any facts or alleged facts which, if true, would constitute a breach by Customer of these Terms and Conditions.

Waiver

The failure of Cargo King Express, Inc. at any time to require the performance of any of the provisions herein, shall in no way affect the rights of Cargo King Express, Inc. to enforce the same, nor shall the waiver by Cargo King Express, Inc. of any breach of any provisions hereunder, be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions hereof.

Amendment of Terms and Conditions

Customer agrees that Cargo King Express, Inc. may amend these Terms at any time and in its sole discretion. Customer acknowledges and agrees that such amendments shall be effective from the time that they are posted by Cargo King Express, Inc. and shall govern any shipments ordered after such time.